

EXHIBIT “D”

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

U. S. DISTRICT COURT
DISTRICT OF MAINE
PORTLAND
RECEIVED & FILED

MAR 22 2006

GLENWOOD FARMS, INC.,
et al.,

Plaintiffs,

v.

HAGENS BERMAN SOBOL SHAPIRO
LLP, et al.,

Defendants.

WILLIAM S. BROWNELL, CLERK
BY: _____
DEPUTY CLERK

Docket No. 03-CV-217-P-S

**SPECIAL VERDICT FORM FOR PLAINTIFF CARRABASSETT SPRING
WATER COMPANY, INC**

Legal Malpractice

1. Do you find by a preponderance of the evidence that Defendants committed legal malpractice and that this malpractice caused Plaintiff Carrabassett to lose a settlement opportunity?

YES

✓

NO

(Proceed to Question 2.)

Tortious Interference with Prospective Advantageous Relationship

2. Do you find by a preponderance of the evidence that Defendants tortiously interfered with Plaintiff Carrabassett's prospective economic relationship with Nestle and that this interference caused damages to Plaintiff?

YES

✓

NO

(Proceed to Question 3.)

Submitted by

lafa

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wed

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U.S. District Court

Breach of Contract

3. Do you find by a preponderance of the evidence that Defendants breached a contract that they had with Plaintiff Carrabassett and that this breach caused damages to Plaintiff?

YES ✓

NO _____

(Proceed to Question 4.)

Breach of Fiduciary Duty

4. Do you find by a preponderance of the evidence that Defendants breached their fiduciary duties to Plaintiff Carrabassett?

YES ✓

NO _____

(Proceed to Question 5.)

5. Do you find by a preponderance of the evidence that, in the course of the attorney-client relationship, Defendants engaged, without a valid consent by Plaintiffs, in or allowed transactions or activities that were favorable to either Defendants or a third party and adverse to Plaintiff Carrabassett?

YES ✓

NO _____

(Proceed to Question 6.)

6. Do you find that Plaintiff has damages legally caused by Defendants' breach of fiduciary duty?

YES ✓

NO _____

(You should proceed to Question 7 only if you responded YES to Questions 1, 2, 3 and/or 6.)

Damages

7. What are Plaintiff Carrabassett's total amount of damages? \$ 3,898,129.00

Three million, eight hundred ninety eight
one hundred twenty nine dollars

(Please provide both a number as well as a written description of the amount. Proceed to Question 8.)

8. Do you find by a preponderance of the evidence that Plaintiff Carrabassett failed to mitigate its damages?

YES _____

NO ✓

(If you answered YES, proceed to the next question. If you answered NO, proceed to Question 11.)

9. What is the amount by which Plaintiff Carrabassett's total damages should be reduced because of Plaintiff's failure to take reasonable steps to reduce its damages?

\$ _____

(Please provide both a number as well as a written description of the amount. Proceed to Question 10.)

10. Subtracting the amount you found in response to Question #9 from the amount you found in response to Question # 7, what are Plaintiff Carrabassett's damages after accounting for the failure to mitigate?

\$ _____

(Please provide both a number as well as a written description of the amount. Proceed to Question 11.)

11. Based on the preponderance of the evidence, how do you apportion the responsibility for Plaintiff Carrabassett's damages? (The percentages you list below must total 100%.)

Hagens Berman Sobol Shapiro LLP,
Attorney Sobol & Attorney Berman

90 %

Ivey & Ragsdale and Attorney Ivey

10 %

Sign and date this form.

Dated: March 22, 2006

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EXHIBIT “E”

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

U.S. DISTRICT COURT
DISTRICT OF MAINE
PORTLAND
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MAR 22 2006

WILLIAM S. BROWNELL, CLERK
BY: _____
DEPUTY CLERK

GLENWOOD FARMS, INC.,
et al.,

Plaintiffs,

v.

HAGENS BERMAN SOBOL SHAPIRO
LLP, et al.,

Defendants.

Docket No. 03-CV-217-P-S

SPECIAL VERDICT FORM FOR PLAINTIFF GLENWOOD FARMS, INC.

Legal Malpractice

1. Do you find by a preponderance of the evidence that Defendants committed legal malpractice and that this malpractice caused Plaintiff Glenwood Farms to lose a settlement opportunity?

YES

✓

NO

(Proceed to Question 2.)

Tortious Interference with Prospective Advantageous Relationship

2. Do you find by a preponderance of the evidence that Defendants tortiously interfered with Plaintiff Glenwood Farms' prospective economic relationship with Nestle and that this interference caused damages to Plaintiff?

YES

✓

NO

(Proceed to Question 3.)

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Breach of Contract

3. Do you find by a preponderance of the evidence that Defendants breached a contract that they had with Plaintiff Glenwood Farms and that this breach caused damages to Plaintiff?

YES ✓

NO _____

(Proceed to Question 4.)

Breach of Fiduciary Duty

4. Do you find by a preponderance of the evidence that Defendants breached their fiduciary duties to Plaintiff Glenwood Farms?

YES ✓

NO _____

(Proceed to Question 5.)

5. Do you find by a preponderance of the evidence that, in the course of the attorney-client relationship, Defendants, without a valid consent by Plaintiffs, engaged in or allowed transactions or activities that were favorable to either Defendants or a third party and adverse to Plaintiff Glenwood Farms?

YES ✓

NO _____

(Proceed to Question 6.)

6. Do you find that Plaintiff has damages legally caused by Defendants' breach of fiduciary duty?

YES ✓

NO _____

(You should proceed to Question 7 only if you responded YES to Questions 1, 2, 3 and/or 6.)

Damages

7. What are Plaintiff Glenwood Farms' total amount of damages? \$ 3,898,129.00

\$ Three million, eight hundred ninety eight thousand, one hundred twenty nine dollars.

(Please provide both a number as well as a written description of the amount. Proceed to Question 8.)

8. Do you find by a preponderance of the evidence that Plaintiff Glenwood Farms failed to mitigate its damages?

YES _____

NO ✓ _____

(If you answered YES, proceed to the next question. If you answered NO, proceed to Question 11.)

9. What is the amount by which Plaintiff Glenwood Farms total damages should be reduced because of Plaintiff's failure to take reasonable steps to reduce its damages?

\$ _____

(Please provide both a number as well as a written description of the amount. Proceed to Question 10.)

10. Subtracting the amount you found in response to Question #9 from the amount you found in response to Question # 7, what are Plaintiff Glenwood Farms' damages after accounting for the failure to mitigate?

\$ _____

(Please provide both a number as well as a written description of the amount. Proceed to Question 11.)

11. Based on the preponderance of the evidence, how do you apportion the responsibility for Plaintiff Glenwood Farms' damages? (The percentages you list below must total 100%.)

Hagens Berman Sobol Shapiro LLP,
Attorney Sobol & Attorney Berman

90 %

Ivey & Ragsdale and Attorney Ivey

10 %

Sign and date this form.

Dated: March 22, 2006

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EXHIBIT "F"

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

U.S. DISTRICT COURT
DISTRICT OF MAINE
PORTLAND
RECEIVED & FILED

MAR 22 2006

GLENWOOD FARMS, INC.,
et al.,

Plaintiffs,

v.

HAGENS BERMAN SOBOL SHAPIRO
LLP, et al.,

Defendants.

WILLIAM S. BROWNELL, CLERK
BY: _____
DEPUTY CLERK

Docket No. 03-CV-217-P-S

SPECIAL VERDICT FORM FOR PLAINTIFF TEAR OF THE CLOUDS LLC

Legal Malpractice

1. Do you find by a preponderance of the evidence that Defendants committed legal malpractice and that this malpractice caused Plaintiff Tear of the Clouds to lose a settlement opportunity?

YES

✓

NO

(Proceed to Question 2.)

Tortious Interference with Prospective Advantageous Relationship

2. Do you find by a preponderance of the evidence that Defendants tortiously interfered with Plaintiff Tear of the Clouds' prospective economic relationship with Nestle and that this interference caused damages to Plaintiff?

YES

✓

NO

(Proceed to Question 3.)

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Breach of Contract

3. Do you find by a preponderance of the evidence that Defendants breached a contract that they had with Plaintiff Tear of the Clouds and that this breach caused damages to Plaintiff?

YES ✓

NO _____

(Proceed to Question 4.)

Breach of Fiduciary Duty

4. Do you find by a preponderance of the evidence that Defendants breached their fiduciary duties to Plaintiff Tear of the Clouds?

YES ✓

NO _____

(Proceed to Question 5.)

5. Do you find by a preponderance of the evidence that, in the course of the attorney-client relationship, Defendants engaged, without a valid consent by Plaintiffs, in or allowed transactions or activities that were favorable to either Defendants or a third party and adverse to Plaintiff Tear of the Clouds?

YES ✓

NO _____

(Proceed to Question 6.)

6. Do you find that Plaintiff has damages legally caused by Defendants' breach of fiduciary duty?

YES ✓

NO _____

(You should proceed to Question 7 only if you responded YES to Questions 1, 2, 3 and/or 6.)

Damages

7. What are Plaintiff Tear of the Clouds' total amount of damages? # 3,000,000.00
\$ Three million dollars.

(Please provide both a number as well as a written description of the amount. Proceed to Question 8.)

8. Do you find by a preponderance of the evidence that Plaintiff Tear of the Clouds failed to mitigate its damages?

YES _____

NO ✓ _____

(If you answered YES, proceed to the next question. If you answered NO, proceed to Question 11.)

9. What is the amount by which Plaintiff Tear of the Clouds total damages should be reduced because of Plaintiff's failure to take reasonable steps to reduce its damages?

\$ _____

(Please provide both a number as well as a written description of the amount. Proceed to Question 10.)

10. Subtracting the amount you found in response to Question #9 from the amount you found in response to Question # 7, what are Plaintiff Tear of the Clouds' damages after accounting for the failure to mitigate?

\$ _____

(Please provide both a number as well as a written description of the amount. Proceed to Question 11.)

11. Based on the preponderance of the evidence, how do you apportion the responsibility for Plaintiff Tear of the Clouds' damages? (The percentages you list below must total 100%.)

Hagens Berman Sobol Shapiro LLP,
Attorney Sobol & Attorney Berman

90 %

Ivey & Ragsdale and Attorney Ivey

10 %

Sign and date this form.

Dated: March 22, 2006

SIGNATURE REDACTED
Original on File